



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Chris Wallace, 797-1050

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A CREDIT CARD SERVICES AGREEMENT WITH SUNTRUST BANK, SOUTH FLORIDA, N.A.

REPORT IN BRIEF:

The accompanying resolution is necessary to authorize an agreement with SunTrust Bank which would enable the Town to accept Visa and Mastercard credit card payments for Town programs. This agreement will expand the payment options for residents and other customers of the Town's programs to make such payments more convenient. Currently, this program is intended to be used only by Recreation.

PREVIOUS ACTIONS:

not applicable

CONCURRENCES:

not applicable

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost 2.8% of payments made by credit card. We estimate the annual cost to be less than \$5,000.

Account Name: Bank Service Charges

Additional Comments: Fiscal impact will be the fee paid on the credit card transaction which will be paid by the Town as the "merchant" since the public will be charged the same amount as if they were paying cash. Staff believes the service to the customer is more than offset by the cost. The service is necessary for us to conduct internet transactions.

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Resolution

Merchant Bank Card Application

Purchase/Rental Equipment Order Form

Corporate resolution and Certificate of Incumbency

Item No.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A CREDIT CARD SERVICES AGREEMENT WITH SUNTRUST BANK, SOUTH FLORIDA, N.A.

WHEREAS, the Town is interested in expanding payment options for residents and other customers of the Town's programs to make such payments more convenient; and

WHEREAS, the Town is currently in the process of changing its cash management provider to SunTrust Bank, South Florida, N.A.; and

WHEREAS, SunTrust Bank, South Florida, N.A. has a program available which will allow the Town to accept Visa and Mastercard credit card payments for programs as authorized by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the credit card services agreement attached hereto as Exhibit "A" and authorizes the related expenditures to be charged to appropriate accounts.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

Merchant Bank Card Application

All shaded areas to be completed by Bank

Merchant #

Merchant/DBA Name TOWN OF DAVIE-RECREATION

Legal Name TOWN OF DAVIE

Bank Name SUNTRUST BANK FLA NA

QUALITY CHECKLIST

Number of Outlets: 1
 Application Signed Date: 3/4/99
 Underwriting Received Date: 1/1
 Region: FL
 SIC/MCC Code:
 Assoc./SSN #: 157

NAME CERTIFICATION

- ☐ Fictitious Name Filing
☐ Articles of Incorporation/
 Verbal Certification
☐ Federal Tax ID #
☐ Resolution/Certificate
☐ Partnership Agreement

OTHER ENCLOSURES (Check off)

- ☐ Previous Processor Stmt (3 months consec.)
☐ Terminal Agreement
☐ Business Financial Stmt (2 years most recent)
☐ Voided Business Check
☐ Brochures/Ads/Catalogs (MO/TO required)
☐ Personal Financial Statement(s)
☐ Tax Returns (2 years most recent)
☐ Other (Specify)

SITE VISITATION

☒ Site Visitation Completed

1) Zone:

- ☒ Business District ☐ Industrial ☐ Residential

2) Location:

- ☐ Mall ☐ Shopping Area ☒ Isolated
☐ Home ☐ Apartment ☐ Office
☐ Other (Specify)

3) Seasonal?

☐ Yes ☒ No

Months Open to

4) External Facility Description/Number of Levels:

- ☒ 1 Floor ☐ 2 to 4 ☐ 5 to 10 ☐ 11 or more

5) Customer Occupies:

- ☐ Ground Floor ☐ Other (Specify)

6) Remaining Floors Occupied By:

- ☐ Residential ☐ Commercial ☐ Combo

7) Advertising Name Display:

- ☐ Window ☐ Door ☒ Store Front

8) Approximate Square Footage:

- ☐ 250 ☐ 250-500 ☐ 501-2000 ☒ 2000 +

9) Inventory/Product Line

Type of Product/Service Sold: Recreational Registration fees

10) Operation Environment (Baseball, Soccer, etc)

Number of Registers: etc

Number of Sales Staff:

11) Does the merchant accept any mail/phone orders?

☒ Yes Mail 95 % ☐ No

Phone 20 %

55% face to face

Overall Comments:

Sales Rep. Name Justine Martin

Signature

Date 3/7/99

ACCOUNT DATA

TERMINAL HELP DESK: ☐ (1) GPS/STL ☐ (2) GPS/ATL ☒ (3) Gibbs ☐ (4) PC GPS/ATL ☐ (5) GPS/LA
☐ (6) PC GPS/STL ☐ (7) CyberCash ☐ (8) VAR ☐ Other

EXCEPTION FLAG: ☐ (0) No ☐ (1) YesRISK CATEGORY: ☐ 1 ☐ 2 ☐ 3 ☐ 4ANNUAL REVIEW REQUIRED: ☐ (0) No ☐ (1) YesACCOUNT ANALYSIS: ☐ (0) No ☐ (1) Yes

COST CENTER #: 0099

UNDERWRITING: ☐ PG ☐ BG ☐ CD ☐ EM ☐ CG ☐ RS

DDA DESCRIPTOR: MC VI DEP

COMMON DEPOSIT BANK #:

COMMON DEPOSIT LINE #:

DDA FILE INDICATOR: ☐ 1 (F) ☐ 2 (G) ☐ 3 (N) ☐ 4 (C)

DATA ENTRY COMMENTS:

Merchant Bank Card Application (Continued)

ABOUT YOUR BUSINESS

Outlet Contact Person	<u>Chris Wallace</u> ^{Connie}	Corporate Office Contact Person	<u>Chris Wallace</u>
Outlet Address (No. P.O. Box)	<u>6591 SW 45 St</u>	Corporate Office Billing Address	<u>6591 Orange Drive</u>
City	<u>DAVIE</u>	City	<u>DAVIE</u>
State	<u>FL</u> Zip code <u>3</u>	State	<u>FL</u> Zip code <u>33314</u>
Country US Other:		Country US Other:	
Phone	<u>(954) 797-1050 1145</u>	Phone	<u>954 797-1050</u>
Retrieval Fax	<u>(954) 797-1050 1148</u> (24hr Active Fax Line)		
Average Ticket/Sales Amt. \$		RELM	
Annual MC/Visa Volume for this Outlet \$			
Store #		Is Business Open 12 Months a Year?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROCESSING INFORMATION

Bankcode: <input checked="" type="checkbox"/> (275) Core <input type="checkbox"/> (276) Agent	<input checked="" type="checkbox"/> New Merchant <input type="checkbox"/> Add'l Outlet tie to # (Original Merchant #)	Anticipated # of Outlets: <u>0</u>
1. Process mode: <input type="checkbox"/> 0 (VOI, ARU) <input type="checkbox"/> 1 (Future Use) <input type="checkbox"/> 2 (Lease Line) <input checked="" type="checkbox"/> 3 (Terminal) <input type="checkbox"/> 4 (DIR) <input type="checkbox"/> 5 (POS) <input type="checkbox"/> 6 (SIC 6010 Only)	5. Statements will be sent: <u>Calendar Month</u> 6. Mail Statements/Recap to: <input checked="" type="checkbox"/> (01) Statement to outlet / no recap <input type="checkbox"/> (02) Statement to Corporate address / no recap <input type="checkbox"/> (07) No statement / no recap <input type="checkbox"/> (08) Recap only <input type="checkbox"/> (09) Statement / recap to Corporate address <input type="checkbox"/> (10) Statement to outlet / recap to Corporate	7. On your Business Checking Account Statement, would you like us to report <input checked="" type="checkbox"/> (0) Detail <input type="checkbox"/> (1) By Category <input type="checkbox"/> (2) Net Amount Only 8. Retrievals will be processed <u>Daily</u> Fax <u>(954) 797-1049</u> (24 hr Active Fax Line) BBI: <input type="checkbox"/> No (P) <input type="checkbox"/> (S) <input checked="" type="checkbox"/> (A) <input checked="" type="checkbox"/> Auto-Enhance
2. Funding will be processed <u>Daily</u> via ACH		
3. Fund to: <input checked="" type="checkbox"/> Outlet <input type="checkbox"/> Corporate Office (Chain)		
4. Discount rate will be deducted <u>Monthly</u>		

ELECTRONIC FUNDING AUTHORIZATION

All payments to Merchant for Sales Drafts and Credit Vouchers shall be by Automated Clearing House (ACH) or bankwire, subject to final audit and checking by Bank and transmitted directly to the Demand Deposit Account (DDA) indicated below or any successor account designated to receive provisional funding of Merchant's credit card sales pursuant to the Merchant Bank Card Agreement.

Merchant hereby authorizes Bank and its authorized representatives to access information from the DDA and initiate credit and/or debit entries by ACH transfer or bankwire. Merchant agrees that in case of any inaccuracies, Bank may charge or credit Merchant's DDA or other account(s) without notice for any deficiencies or overages, for any discount or other fees payable to Bank by Merchant, and for any other purpose pursuant to the Merchant Bank Card Agreement.

	Checking Account # (DDA)	Transit/Routing # (ABA)	DDA's for funding categories (Enter 1-5)
1		<u>061006076</u>	All categories will default to "1" if left blank
2			<input type="checkbox"/> Deposits <input type="checkbox"/> Interchange/Assessments
3			<input type="checkbox"/> Non-Bank Adjustment <input type="checkbox"/> Discount/Service Charge
4			<input type="checkbox"/> Deposit Adjustment <input type="checkbox"/> Fees
5			<input type="checkbox"/> Chargebacks <input type="checkbox"/> Financial Adjustment
			<input type="checkbox"/> Chargeback Reversal

SUPPLIES

Ship Supplies to: <input checked="" type="checkbox"/> Outlet <input type="checkbox"/> Corporate Office <input type="checkbox"/> *Other If other, please complete below (NO PO BOX): Name: _____ Attn: _____ Addr: _____ City: _____ State/Zip: _____ Phone: () _____ *1st Shipment only 100566 (Rev. 8/97)	Imprinter: Quantity: <u>0</u> <input type="checkbox"/> Standard (D2010) <input type="checkbox"/> Minimate (D2000) <input type="checkbox"/> Other _____ Plate: Quantity: <u>1</u> <input type="checkbox"/> Standard (SP209) 5 Lines, 26 Characters per line 1 1/8" x 2 11/16" <input checked="" type="checkbox"/> AMEX (SP224) 5 Lines, 16 Characters per line 1 1/8" x 1 11/16" <input type="checkbox"/> Other _____ Sub Billing #: _____ Starter Kit Code: _____	Starter Kit: <input checked="" type="checkbox"/> Complete Package (sales slips, batch headers) <input type="checkbox"/> Folder Only A plastic will be ordered for all Non-EDC Merchants
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CARD CENTER

Merchant Bank Card Application (Continued)**PROCESSING ENTITLEMENTS (NON-BANK CARD)**

Card Type Accepted	Request Type	Merchant Number
American Express	<input type="checkbox"/> EDC <input type="checkbox"/> Auth	_____
Discover	<input type="checkbox"/> EDC <input type="checkbox"/> Auth	6 0 1 1 _____
Diners Club	<input type="checkbox"/> EDC <input type="checkbox"/> Auth	_____
JCB	<input type="checkbox"/> EDC <input type="checkbox"/> Auth	3 5 6 6 0 _____
Other _____	<input type="checkbox"/> EDC <input type="checkbox"/> Auth	_____
Check Service		Vendor: _____

POS INFORMATION (Complete for EDC Merchants Only)

EQUIPMENT REQUESTED: <input checked="" type="checkbox"/> Order from Gibbs (attach Gibbs Form) <input type="checkbox"/> Merchant Owns (attach Gibbs Form) <input type="checkbox"/> Other (describe) _____ GIBBS Order #: _____		EQUIPMENT INFORMATION: Terminal Type: <u>DASSAULT TA</u> Printer: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>TAUENT</u> Dialing Prefix Required: <input type="checkbox"/> 8 <input type="checkbox"/> 9 Other _____ Idle Prompt: _____		SECURITY CODE (Network): <input type="checkbox"/> (4018) FDMS / Nash <input checked="" type="checkbox"/> (4021) GPS / ATL <input type="checkbox"/> (4007) GPS / STL <input type="checkbox"/> (4019) GPS / LA	
MERCHANT TYPE: <input type="checkbox"/> (A) Vehicle Rental <input type="checkbox"/> (C) Cash Advance <input type="checkbox"/> (F) Restaurant <input type="checkbox"/> (H) Hotel/Cruise <input type="checkbox"/> (O) Hospital/School <input checked="" type="checkbox"/> (R) Retail <input type="checkbox"/> (T) MO/TO <input type="checkbox"/> (X) Transportation		TERMINAL APPLICATION: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel <input checked="" type="checkbox"/> MO/TO* <input type="checkbox"/> Purchasing Card** <input type="checkbox"/> VAR*** <input type="checkbox"/> Cash Advance Application name: _____		PC APPLICATION: <input type="checkbox"/> PC Batch* <input type="checkbox"/> PC HUB <input type="checkbox"/> MAPP PC* <input type="checkbox"/> Level II** <input type="checkbox"/> Level III** <input type="checkbox"/> \$\$\$ 4 Windows '95 <input type="checkbox"/> 4Sure* <input type="checkbox"/> CyberCash <input type="checkbox"/> LINK	
*MO/TO MERCHANT: Customer Service Phone #: _____		**PURCHASING CARD MERCHANT: C/S Phone #: _____ Merchant Type (4 digit code): _____ Federal Tax ID: _____		***VAR INFORMATION: VAR Name: _____ Software Version: _____ <input type="checkbox"/> Host-Based <input type="checkbox"/> Terminal-Based	

Complete Appropriate Section Below:

FDMS / Nash:		Number of TIDs Required: _____	Host Capture: <input type="checkbox"/> N <input type="checkbox"/> Y				
Config Code: _____		Application defaults will be utilized unless "EDC Form" attached					
Close Method: <input type="checkbox"/> (B) Manual Close / AutoClose Hour: 00							
<input type="checkbox"/> (A) Auto Close (Config Codes 404 & 405 only) / Auto Close Hour: 01							
<input type="checkbox"/> (M) Manual w/Force Close/Force Close Time: 024							
Piggyback: Y _____		Catalog (MO/TO): <input type="checkbox"/> N <input type="checkbox"/> Y					
<table border="1" style="width: 100%;"> <tr> <td>MID:</td> <td>_____</td> </tr> <tr> <td>TID:</td> <td>_____</td> </tr> </table>				MID:	_____	TID:	_____
MID:	_____						
TID:	_____						
GPS / STL:							
Number of TIDs Required: _____							
Open: <input type="checkbox"/> Auto <input type="checkbox"/> Manual Close: <input type="checkbox"/> Auto <input type="checkbox"/> Manual							
Sales: Y Voids: <input type="checkbox"/> Y <input type="checkbox"/> N Credit: <input type="checkbox"/> Y <input type="checkbox"/> N Post Auths: <input type="checkbox"/> Y <input type="checkbox"/> N Batch Open: Y Batch Sign-Off: Y							
Batch Close: Y Batch Status: Y Trans Inquiry: N Batch Inquiry: N Trans Review: N Closed Bat Review: N							
Display Bat Balance: Y TSI: 1 (Retail) 5 (MO/TO) SCAN: N <input type="checkbox"/> Y <input type="checkbox"/> (DDA or MICR) Term and Merch: B							
Account #: _____		Format: <u>NNNN</u>	Re Seq: <u>99</u>				
MAPP TID(s) Assigned: _____							
GPS / ATL:							
Number of TIDs Required: <u>1</u> (1st TID is merchant #, 2nd is merchant # followed by "01", 3rd ends in "02", etc.)							
Plan: <u>1042</u>		Company: _____	EDC / Debit: <input checked="" type="checkbox"/> Term (default) <input type="checkbox"/> Host Auth Type: <u>Term</u>				
SCAN: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y (DDA or MICR) Check: Merchant # 9999 Type: <u>S</u>							
Term Auth Dialing #: <input type="checkbox"/> Local <input type="checkbox"/> 950 <input checked="" type="checkbox"/> WATS							
Time Zone: <input checked="" type="checkbox"/> Eastern <input type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific		Debit: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y <u>HO, IL, ME</u>					
Bank ID: _____		Agent ICA: _____	Agent BIN: <u>421073</u>				
GPS / LA: <u>AS</u>							

Merchant Bank Card Application (Continued)

BUSINESS DATA	
Ownership <input type="checkbox"/> Limited Liability Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> S-Corp. <input type="checkbox"/> C-Corp. <input type="checkbox"/> Professional Association State Incorp. _____ Month/Year Started _____ # of Employees _____ Federal Tax ID# <u>59-6046527</u> <u>municipal corporation</u> Sales Information Products/Services Sold <u>recreational fees - registrations</u> Are sales business to business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Total Cash & Credit Sales: \$ _____ % of Visa/MasterCard sales generated through: In store <u>55%</u> + Mail Order <u>25%</u> + Phone Order <u>20%</u> + Internet Order <u>0%</u> = 100% Mag swiped <u>0%</u> + Keyed Manually <u>100%</u> = 100% Mail/Phone Order Sales Information # of Days to Prepare Shipment for Delivery: _____ % of Orders Delivered in: 0-7 Days _____ % + 8-14 Days _____ % + 15-30 Days _____ % + 30 Days + _____ % = 100% MC/Visa Sales are deposited (check one): <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Delivery <input type="checkbox"/> Other (specify) _____ Method of Advertising: <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure/Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Newspaper/Journal <input type="checkbox"/> Phone <input type="checkbox"/> Other (specify) _____	Sales Deposit/Refund Policy Are Customers Required to Leave a Deposit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes % Required _____ Do you have a refund policy for your MasterCard/Visa Sales? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Check the applicable refund policy: <input checked="" type="checkbox"/> MC/Visa Credit <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit If MC/Visa Credit, within how many days do you submit credit transactions? <input checked="" type="checkbox"/> 0-3 Days <input type="checkbox"/> 4-7 Days <input type="checkbox"/> 8-14 Days <input type="checkbox"/> Over 14 Days Previous Processor of MasterCard/Visa Sales *Attach copies of last 3 months Merchant Statements Name: <u>NA</u> (NO PREVIOUS) Merchant #: _____ Reason for Changing: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated by Processor <input type="checkbox"/> Other _____ Business Premises Is your business premises: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please complete the following: Landlord Name _____ Contact _____ Phone: () _____ Address _____ City _____ State _____ Zip _____ Renting Since _____ Lease Expires _____
SUPPLIER REFERENCES	
1. Business Name _____ Product/Service Purchased _____ Contact/Account # _____ Phone () _____ City _____ State _____	
2. Business Name _____ Product/Service Purchased _____ Contact/Account # _____ Phone () _____ City _____ State _____	
3. Business Name _____ Product/Service Purchased _____ Contact/Account # _____ Phone () _____ City _____ State _____	
BANK REFERENCE	
Bank Name <u>Suntrust SFL</u> Contact <u>Remy wools</u> Account # _____ Phone () _____ City _____ State _____ Zip _____	
OWNER INFORMATION (List all owners with 25% or more interest in the business)	
Owner/Partner/Officer Name _____	Home Phone () _____ Soc. Sec. # <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Title _____	Home Address _____
City _____	State _____ Zip _____ Ownership % _____
Owner/Partner/Officer Name _____	Home Phone () _____ Soc. Sec. # <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Title _____	Home Address _____
City _____	State _____ Zip _____ Ownership % _____
Owner/Partner/Officer Name _____	Home Phone () _____ Soc. Sec. # <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Title _____	Home Address _____
City _____	State _____ Zip _____ Ownership % _____

Merchant Bank Card Application (Continued)

SCHEDULE A

In accordance with this Merchant Bank Card Application, the following Fee Schedule applies:

PRICING

Monthly/One Time Fees:		Discount/Interchange Fees:		Authorization Fees:	
Set Up	\$ 125.00 (339)	MC Sales Discount	% 2.80 (800)	Electronic	(0) Local
Chargeback	\$ 25.00 (205)	Visa Sales Discount	% 2.80 (804)	MC	\$ 0.00
Monthly Maint.	\$ 7.50 (354)	MC Returns Discount	% (801)	Visa	\$ 0.00
Account Minimum	\$ 7.50 (852)	Visa Returns Discount	% (805)	Diners	\$ 2.00
Imprinter Purchase	\$ 0.00 (D06)	MC Sales Trans Fee	\$ 1.00 (001)	Amex	\$ 2.00
Annual Membership ..	\$ 0.00 (294)	Visa Sales Trans Fee	\$ 1.00 (005)	Disc	\$ 2.00
Link (Monthly)	\$ (215)	MC Credit Trans Fee	\$ (002)	JCB	\$ 2.00
Link (Access)	\$ (216)	Visa Credit Trans Fee	\$ (006)	Pr Lbl	\$ 2.00
Software	\$ (D30)	Variable Rate Table	()	Debit	\$ 4.99
Software Name:				Scan	\$ 4.99
Disk Size:	Ship to: <input type="checkbox"/> Merchant <input type="checkbox"/> Bank	MC Interchange Fee	<input type="checkbox"/> Yes (560)	Voice/VRU	WATS
Miscellaneous	\$ (D53)	Visa Interchange Fee	<input type="checkbox"/> Yes (550)	MC Voice	\$ (035)
*Attach "MISX Form"		MC Assessment Fee	% (242)	Visa Voice	\$ (045)
		Visa Assessment Fee	% (244)	MC VRU	\$ (036)
				Visa VRU	\$ (046)
				MC VRU/Vol	\$ (037)
				Visa VRU/Vol	\$ (047)
Industry Type: <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant				Clearing Code	Verified/Maintained
<input type="checkbox"/> Hotel/Car Rental <input type="checkbox"/> Card Not Present/MOTO <input type="checkbox"/> Purchasing Card				Visa	MasterCard
<input type="checkbox"/> Airline <input type="checkbox"/> Supermarket/Petro-CAT/Whse					
Anticipated Level of Interchange:					
<input type="checkbox"/> CPS Retail/Merit 3 <input checked="" type="checkbox"/> Card Not Present/Merit 1 <input type="checkbox"/> Standard					
<input type="checkbox"/> CPS Hotel-Car Rental/Merit 3 <input type="checkbox"/> EIRF/Merit 1 <input type="checkbox"/> Other					

The Discount/Interchange Fees referenced above for MasterCard/Visa are based on the following:

An average ticket of \$ 55.00 and an annual bank card volume of \$ 25,000.

Discount/Interchange Fees are based on the ability of each transaction to meet the Anticipated Level of Interchange established by MasterCard and Visa as stated above. Any transaction fails to qualify for the Anticipated Level of Interchange will be assessed an additional fee. In the event that transactions fail to meet the average ticket amount and/or the annual bank card volume stated above, the Discount/Interchange Fees set forth above may be adjusted retroactively and/or prospectively on a monthly basis. If MasterCard and/or Visa increase interchange and assessment fees, the Discount/Interchange Fees will be adjusted prospectively. Any increases in applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by Bank may result in an increase in the Discount/Interchange Fees. Any penalties the Bank incurs due to Merchant's actions or omissions shall be immediately reimbursed to the Bank by the Merchant. Each Foreign MasterCard/Visa transaction submitted by the Merchant will be subject to a .1% international transaction handling fee.

FOR MERCHANT'S SIGNATURE

The statements I (we) have made in this Merchant Bank Card Application are true and I (we) agree to notify Bank of any changes in the information supplied by Merchant. Merchant understands that it is fully responsible for all information on this Merchant Bank Card Application and that all such information is true. The Application remains the property of the Bank. I (we) further understand that a Consumer Report of each of the officers/partners/proprietors/owners/guarantors of the Merchant may be requested from a Consumer Reporting Agency. I (we) agree that all business references, including banks, may release any and all credit and financial information to Bank. I (we) agree and acknowledge that the information provided in this Merchant Bank Card Application and other relevant credit data, may be supplied to Bank and their affiliates. I (we) further agree that Merchant will abide by the Merchant Bank Card Agreement on the reverse side of this Application as may be amended from time to time. I (we) understand that it is a violation of state law for a Merchant to present for payment a credit card transaction for any sale not made by the Merchant (factoring/fraudulent).

ANY UNILATERAL ALTERATION, STRIKEOVER, OR MODIFICATION TO THE REPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT BANK CARD APPLICATION SHALL BE OF NO EFFECT WHATSOEVER AND AT BANK'S SOLE DISCRETION, MAY RENDER THIS AGREEMENT INVALID.

Legal Name of Business

Town of Davie

DBA Name of Business

Town of Davie - Recreation

Authorized Signature (Stamp Signature Not Permitted)

Print Name of person signing

Title

Date

Notices from Merchant to Bank shall be in writing sent U.S. Registered or certified mail or overnight delivery, postage pre-paid, return receipt requested.

MERCHANT SERVICES
6101 CHANCELLOR DRIVE
ORLANDO, FLORIDA 32809

PHONE INQUIRIES: (800) 432-7628

PERSONAL GUARANTY

The undersigned, jointly and individually, absolutely and unconditionally, agree to be personally liable for the full payment of all obligations, liabilities and undertakings of the Merchant, existing or hereafter arising from or on account of the Merchant account established by the Bank for the Merchant pursuant to the Merchant Bank Card Agreement. The undersigned waive the right to require Bank to proceed against the Merchant and authorize Bank, without notice or approval, to waive, rescind, renew, extend, modify, or otherwise alter any term or condition of the Merchant Bank Card Agreement. THE UNDERSIGNED CONSENT(S) TO THE ATTACHMENT OR GARNISHMENT OF THEIR EARNINGS. The undersigned agree to subordinate to the obligations of this Guaranty any debts now existing or hereafter arising from the Merchant to the undersigned. The undersigned agree to pay all attorneys' fees and other expenses incurred to enforce this Guaranty.

GUARANTOR: _____

PRINT NAME: _____

Date _____

GUARANTOR: _____

PRINT NAME: _____

Date _____

GUARANTOR: _____

PRINT NAME: _____

Date _____

GUARANTOR: _____

PRINT NAME: _____

Date _____

UNDERWRITING

Approved ☐Declined ☐

Date ____/____/____

Authorized by _____

Remarks _____

100566 (Rev. 8/97)

CARD CENTER

MERCHANT BANK CARD AGREEMENT

This Merchant Bank Card Agreement ("Agreement") is entered into by and between the merchant that signed the Merchant Bank Card Application ("Merchant") and the Bank ("Bank"). Merchant wishes to honor credit cards ("Card" or "Cards") issued by Bank and other financial institutions or organizations that are members of MasterCard International Incorporated and/or VISA U.S.A., Inc. and its Affiliates (collectively the "Card Plan"), in connection with the sale of goods and services ("Products"), and will from time to time, offer to Bank for purchase, forms executed by Merchant's customers evidencing said sales ("Sales Drafts").

Merchant and Bank THEREFORE AGREE THAT:

1. HONORING CARDS. Merchant will honor any Card that is properly presented to Merchant at any of Merchant's locations authorized under this Agreement as payment for transactions. Merchant shall maintain a policy which shall not discriminate against Cardholders seeking to make purchases through use of a valid Card. As used herein, "Cardholder" means any person authorized to use the Card or the account established in connection with the Card. To the extent allowed by law, Merchant shall not directly or indirectly (i) require any Cardholder to pay a surcharge, part or all of the merchant discount, any contemporaneous finance charge or any special charge or (ii) extract any special agreement or condition from a Cardholder in connection with any Sales Draft. A "Surcharge" is any direct or indirect fee associated with the use of the Card that is not charged if another payment method is used. For the purpose of this Section 1, "merchant discount" means any fee or charge for the acquisition of Sales Drafts negotiated by Merchant and Bank. Nothing in this Agreement shall prohibit Merchant from offering discounts for cash payments or for adding charges that are charged to customers regardless of the payment method used. Merchant shall be solely responsible for determining the legality of the foregoing charges and accepts any liability resulting directly or indirectly therefrom. Merchant shall not establish a minimum or maximum transaction amount as a condition for honoring Cards. Merchant shall not refer to the Card in stating eligibility for its Products or indicate that its Products are endorsed by the Card Plan. Merchant is prohibited from honoring Cards for the purchase of scrip (a two-part paper receipt dispensed by a Cardholder-activated terminal resembling for goods, services and/or cash).

2. CREDIT SALE REQUIREMENTS.

a. Verification and Security. Merchant shall follow Card verification and security requirements, as amended from time to time, and communicated to Merchant by Bank in the Merchant Operating Guide ("Operating Guide") incorporated herein by this reference including, but not limited to, (i) requiring that the Card be presented, (ii) checking expiration and "valid from" dates, and (iii) verifying that the signature on the Sales Draft is the same name as the name on the Card.

b. Completion of Sales Draft or Credit Voucher. All Sales Drafts and Credit Vouchers (as herein defined) and other forms shall be completed with the name of the Cardholder, Card number, Card expiration date, a description of the Products, the sale date and the total cash price (including tax and tip) of the sale. "Credit Voucher" shall mean a form evidencing a refund or price adjustment to be made to a Cardholder's account in regard to the exchange, return, or adjustment of part or all of the Products reflected on a Sales Draft. Merchants may use an electronic point of sale terminal device with an attached printer that automatically records the required information in accordance with the terms and conditions contained in Schedule C and the Operating Guide; alternatively, Merchant must include an imprint of the Card and provide all the required information listed above. Merchant may ask Cardholders for additional information such as a driver license to confirm Cardholders' identity but shall not require Cardholders to provide any personal supplementary information such as home or business telephone number or address, or driver license number, and/or record such information as a condition for honoring Cards.

c. Authorization. Merchant shall request prior specific authorization from Bank's authorization service for a transaction involving use of a Card before completing the sale if: (i) the total cash price (including tax and tip) of such transaction exceeds the floor limit for such Card as set forth in Schedule A, incorporated herein by this reference; (ii) Merchant believes the Card may be counterfeit or stolen or the transaction is in some manner suspicious; (iii) Merchant's terminal or printer malfunctions; or (iv) the Operating Guide requires prior authorization. The authorization approval code must be recorded in the appropriate place on Sales Draft.

If a Merchant receives a message from the authorization service identifying the Card as lost or stolen, Merchant shall not complete the transaction and shall follow the rules set forth in the Operating Guide.

d. Magnetic Stripe Reading Terminals. Merchant may use magnetic stripe reading terminals to obtain authorization and to capture Sales Draft data in accordance with Schedule C and the Operating Guide. If a card's magnetic stripe cannot be read through the POS terminal and an authorization is obtained by Key-entering the cardholder information, you must obtain a manual imprint of the card. (See Operating Guide for specific instructions).

e. Copy of Sales Draft or Credit Voucher. Merchant shall deliver to Cardholder a true and completed copy of the Sales Draft or Credit Voucher in accordance with the Operating Guide.

f. Single Sales Draft. In no event shall Merchant process two or more Sales Drafts on a single Card to avoid authorization requirements. Merchant shall include all Products and the total amount due for such Products purchased in a transaction on a single Sales Draft except as specifically provided in the Operating Guide.

g. Retention of Card. If in response to an authorization request, Merchant is advised to obtain or retain a Card or is given other instructions; or if Merchant has reasonable grounds to believe Card is counterfeit, fraudulent or stolen, Merchant shall use its best efforts, by reasonable and peaceful means, to retain the Card and to comply with any given instructions.

h. Preexisting indebtedness. Merchant shall not process any transaction representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations previously owed to Merchant, transactions arising from the dishonor of a Cardholder's personal check, and/or transactions representing the collection of any other preexisting indebtedness.

i. Card Imprinter. If Merchant does not use a printer with the electronic point of sale terminal device or if the point of sale terminal device does not read magnetic stripe requiring manual entry of Cardholder account number, Merchant shall use a suitable imprinter to imprint legibly on each Sales Draft and Credit Voucher, the embossed legends from the Card and from Merchant imprinter plate. Merchant agrees to keep the plate imprint information current in all respects and to replace the imprinter as needed.

j. Cash Disbursements Prohibited. Merchant shall not deposit any Sales Draft for the purpose of obtaining or providing a cash disbursement (advance) including any direct or indirect cash disbursement to Merchant, its affiliates or principals. Merchant agrees that any such deposit shall be grounds for immediate termination without notice to Merchant. Additionally, Merchant shall not make any cash refund to Cardholder.

k. Telephone, Mail, Recurring and Pre-authorized Orders. If pre-approved by Bank, Merchant may enter into telephone, mail, recurring and pre-authorized orders only to the extent such orders are disclosed on the Merchant Bank Card Application and so long as such transactions are completed in accordance with the terms and conditions set forth in Schedule B and Operating Guide.

3. DEPOSITING OF AND PAYMENT FOR SALES DRAFTS.

Subject to the terms and conditions of this Agreement and Operating Guide, Bank agrees to purchase all Sales Drafts that comply with the terms of this Agreement deposited by Merchant and will credit Merchant for the total sales price of each Sales Draft so purchased, less any credit vouchers, fees, charges, adjustments, and the merchant discount percentage set forth in Schedule A, incorporated herein by this reference as amended from time to time.

All Sales Drafts and Credit Vouchers shall be transmitted to Bank within the time frame specified in the Operating Guide after the date of sale or execution of a credit. All figures are subject to final audit and checking by Bank.

Merchant shall maintain a commercial checking account ("Account") with Bank for the deposit and chargeback of Sales Drafts and shall maintain in the Account an average collected balance sufficient to cover any chargebacks, Credit Vouchers, fees, and other obligations hereunder. Merchant agrees that in case of any inaccuracies, Bank may charge or credit Merchant's Account without notice for any deficiencies or overages, as the case may be, and for any discount or other fees payable to Bank by Merchant hereunder. In the event that such charges are not collected due to

insufficient funds in the Account, Bank shall charge any Other Accounts (described in Section 10 below) of Merchant and/or any Guarantor without notice to Merchant and/or Guarantor. Three consecutive occurrences of uncollected may result in immediate termination of this Agreement by Bank without notice to Merchant. In the event Merchant's Account is closed, Bank shall invoice Merchant for amounts due to Bank and payment will be due upon receipt invoice.

All funds advanced by Bank under this Section shall be provisionally credited subject to any and all Cardholder chargeback rights.

The preparation and delivery of Sales Drafts to Bank by Merchant constitutes an assignment by Merchant of a Sales Draft. Bank or its representative is authorized to place Merchant's endorsement on any Sales Draft at any time Merchant hereby waives notice of default or nonpayment, protest or notice of protest, demand for payment, and other demand or notice in connection with this Agreement or any Sales Draft. Merchant hereby consents to extension of time granted or compromises made with any Cardholder with respect to any Sales Draft accepted or paid by Bank without affecting any of Bank's rights and remedies against Merchant hereunder. Bank is hereby subrogated to a Merchant's rights with respect to any goods or services delivered to a Cardholder.

4. RETURNS OR ADJUSTMENTS/CREDIT VOUCHERS. Merchant will establish a fair policy concerning the exchange or return of goods sold and the adjustment of services rendered. Merchant's policy for exchange, return or adjustment for Products shall be disclosed to Cardholders as set forth in the Operating Guide. Goods are returned to Merchant or an adjustment is made, Merchant shall promptly transmit to Bank a Credit Voucher for that portion of the Sales Draft amount not in excess of the original transaction amount representing the return of goods, adjustment, or credit within the time frame specified in the Operating Guide. Merchant shall not accept monies from Cardholder for the purpose of preparing and depositing a Credit Voucher that will effect a deposit to Cardholder account nor shall Merchant make any cash refund to Cardholder except as required by applicable law or request. Merchant shall not receive any payments from Cardholder with respect to previous charges for Products included in a Sales Draft resulting from the use of a card. Under no circumstances shall Merchant process a Credit Voucher without having completed a previous purchase transaction with the same Cardholder.

5. REPRESENTATIONS AND WARRANTIES. Merchant represents and warrants as to each Sales Draft sold or tendered to Bank that said Sales Draft represents a valid, bona fide unconditional obligation for the amount set forth therein in connection with the purchase of Products only as previously represented by Merchant and agreed upon between Bank and Merchant; is not subject to any disputes, set-offs or counterclaims; is drawn by bona fide customers to whom Merchant has actually sold the Products (**FACTURING/LAUNDERING IS A VIOLATION OF STATE LAW AND THE CARD PLAN**); represents a single entire transaction; is completed in compliance with authorization granted by Cardholder; and was personally signed by Cardholder with the legal capacity to contract the time of purchase. Merchant further represents and warrants that all statements of fact contained in each Sales Draft are true and Merchant has no knowledge which would impair the validity of collectability of each such Sales Draft submitted to Bank; Merchant has followed all procedures established by this Agreement and the Operating Guide checking Card validity and authenticity and has otherwise complied with this Agreement and the Operating Guide. Merchant has complied with all applicable federal, state or local laws, statutes, rules or regulations; Merchant has a title to the Sales Draft and it has not previously been assigned or encumbered; and the Sales Draft does not represent an illegal sale. Merchant further warrants, without relying on authorization from Bank, the true identity of a Cardholder.

Merchant further represents and warrants that no Sales Draft presented to Bank represents, directly or indirectly, a cash disbursement to Merchant, Merchant's affiliates, or any principal of Merchant; that all Sales Drafts presented to Bank were originated as a result of an act between Merchant and Cardholders to whom Merchant has actually sold the goods or services; and that MERCHANT DID NOT BUY THE SALES DRAFT FROM ANYONE. If Bank, in its discretion, has reason to believe that any such Sales Draft represents a prohibited cash advance or was not origin as a result of an act between Cardholder and Merchant, Bank shall have the right to charge Merchant's account, with notice, for the amount of such Sales Draft.

6. CHARGEBACKS. Merchant agrees to pay Bank the face amount of any Sales Draft purchased by Bank hereunder, whether photocopy or original, and Bank shall have the right at any time to charge Merchant or Merchant's Account therefor without notice and to reassign such Sales Draft to Merchant under any circumstances where chargebacks are authorized by any state or federal consumer protection statutes then in effect, by the Card Plan operating rules and regulations or by the Operating Guide as the same may be amended from time to time. Chargeback means the procedure by which a Sales Draft or a portion thereof is returned to Bank by a Card issuer because such does not comply with the applicable operating rules and procedures of the Card Plan and/or Bank.

Bank shall have the right to charge Merchant's Account or Other Accounts (described in Section 10 below) Merchant maintains with Bank, or with an "Affiliate" of Bank or an "Agent Bank" (which charge is expressly authorized hereby), without notice, for the amount of any such charged back Sales Draft. "Affiliate" of Bank means SunTrust Bank, Inc. and any member of its "affiliated group", as the term "affiliated group" is defined in Section 1504(a) of the Internal Revenue Code of 1986, as amended. "Agent Bank" means any bank which has a demand deposit account with Bank. Any Sales Draft that Bank is unable to so charge back may, in Bank's sole discretion, accrue interest at the highest provided, from time to time, under the applicable state law which interest Merchant agrees to pay from the date it was have been charged back. Excessive chargebacks may, in Bank's sole discretion, result in termination of this Agreement.

7. THIRD-PARTY DELIVERY SYSTEMS. Merchant may, at Merchant's option and provided Merchant has given Bank 90 days notice of exercising such option and conforms to Bank's processing requirements, designate a third party (which does not have a direct agreement with Bank as its agent ("Agent") for purposes of delivering transactions which are electronically data captured at the point of sale by such Agent. The Agent shall deliver transactions originated by Merchant. Merchant shall be responsible for any failure by its Agent to comply with the Operating Guide.

8. COLLECTIONS. Merchant agrees it is not extending credit to its customers by honoring Cards. Merchant's sole right to receive payment in connection with any Sales Draft is upon presentation of the Sales Draft to Bank in accordance with this Agreement and the Operating Guide. Accordingly, Bank shall have the sole right to receive payment from each Sales Draft purchased by Bank hereunder. Merchant agrees not to sue or make any collect thereon, except as specifically authorized by Bank. In the event of such authorization, Merchant agrees to hold collections, if any, in trust for Bank, and to deliver the same to Bank immediately upon receipt. Bank may verify all Sales Drafts by Merchant and may audit Merchant's records relative to sales or transactions in connection with this Agreement. ***To the extent permitted by applicable law**

9. INDEMNIFICATION. Merchant agrees to indemnify and hold Bank harmless from any liability arising, and for any costs, judgments, payments, interest, fines, fees, penalties and expenses, including expense investigation and attorneys fees, in the event Bank is, was, or is threatened to be made a party to any civil, criminal, administrative, or other proceeding or investigation for any alleged Cardholder claim, including but not limited to defects in goods, breach of express or implied warranty, dispute relating to the nature or quality of Products purchased from Merchant, any alleged violation of any federal, state or local law, statute, rule or regulation, or any violation of Agreement or other act or omission whatsoever of Merchant, its agents, or employees. Merchant further agrees to indemnify and hold Bank harmless from any fines, costs, or other expenses as a result of Merchant's failure to conform with the Card Plan's operating rules and regulations. ***To the extent permitted by applicable law**

10. SECURITY INTEREST. In order to secure Merchant's obligations to Bank under this Agreement, including without limitation Merchant's obligation to pay for or repurchase Sales Drafts and to cover Credit Voucher Merchant and any Guarantor of Merchant's obligations hereunder ("Guarantor") hereby grants to Bank a lien, security interest, and right of set-off in and to the Account and any and all funds now or hereafter in the possession of Bank, Affiliate of Bank, and to all money and accounts now or hereafter due or to become due to Merchant and any Guarantor from Bank and Affiliate of Bank together with the proceeds thereof ("Other Accounts") and any and all collateral, present with respect to any debt owed to Bank and/or Affiliate of Bank. If Bank, in its sole discretion, determines there

Continued on Page 2

reasonable possibility that Sales Drafts will be returned to Bank pursuant to applicable operating rules and regulations, or otherwise reasonably determines that Sales Drafts may be returned or charged to Merchant's Account pursuant to this Agreement, Bank is authorized to place a hold on the Account and Other Accounts and to retain an amount sufficient to cover the amount of such chargebacks and fees as estimated by Bank, in its sole discretion, which amount Merchant, any Guarantor, and Bank acknowledge may exceed the chargebacks and fees actually incurred. Bank will promptly notify Merchant of such action and Merchant shall, upon receipt of such notice, supply any additional funds necessary to cover outstanding items in the Account and Other Accounts. Merchant and any Guarantor agree that Bank shall not be liable for the dishonor of any item as the result of a hold being placed on any of Merchant's deposit accounts.

11. **DISPLAYS AND CARD PLAN EMBLEMS.** Merchant shall adequately display the Card symbol and name in promotional materials to inform the public that the Card will be honored at the Merchant's place(s) of business. Merchant's right to use or display the card symbol or name shall continue only so long as this Agreement remains in effect or until notified by Bank and Card Plan, to cease such use or display. Merchant shall use only such Card decals, signs, printed and broadcast materials and other material provided or approved in advance by Bank. Nothing in this paragraph shall be deemed to require advertising or promotion of the Card Plan if such advertising or promotion would violate any legal or professional obligation of Merchant.

12. **CONFIDENTIALITY/RECORD RETENTION.** Merchant shall not, under any circumstances, disclose any Cardholder account number or other information in any form whatsoever to any person other than Bank or its assigns unless expressly authorized in writing by Cardholder, Bank or its assigns or as required by law. Merchant shall securely store all Cardholder information and, when appropriate, destroy the same in a manner rendering the information unrecognizable in any form. The Card Plan regulations require that Merchant retain merchant copies of Sales Drafts and Credit Vouchers for 3 years from the date of deposit.

13. **CHANGES IN OPERATIONS OR OWNERSHIP.** Merchant shall provide Bank 30 days advance written notice of its intent to (i) sell or offer to sell Products which differ, in any manner whatsoever, from those Products represented by Merchant to Bank in its Merchant Bank Card Application or its subsequent notice to Bank of change in operation or ownership, (ii) transfer or sell 10% or more of its total assets or liquidate, (iii) change, add to, or delete from, the basic nature of its business including selling Products not related to its current business, or (iv) change ownership or transfer control of its business or enter into a joint venture, partnership or other business relationship with a person or entity not a party to this Agreement. Failure to provide such notice shall be deemed a material breach of this Agreement. Bank, in its sole discretion shall have the right to renegotiate the terms of this Agreement or immediately terminate Merchant's rights under this Agreement as a result of any such change in Merchant's operation or ownership.

14. **MERCHANT COMPLIANCE WITH OTHER REQUIREMENTS AND INSPECTIONS.** Merchant will, (1) use such forms and equipment as Bank may provide or approve, (2) observe and comply with applicable rules and regulations promulgated by Bank and such procedures as Bank may prescribe from time to time for transactions and accounts hereunder, (3) preserve all records pertaining to transactions hereunder for the period specified in the Operating Guide and permit Bank to examine and verify same at any reasonable time, (4) execute and file such statements and notices as Bank may request to preserve or perfect its interest hereunder, (5) cooperate fully and promptly with Bank regarding requests for documentation, evidence of a transaction, or other information sought by Bank during the course of an investigation of a Cardholder complaint or inquiry concerning a transaction between Merchant and Cardholder, (6) cooperate with Bank's and/or Card Plan's examination/audit or other investigation of Merchant's facilities and records, and (7) provide any and all information required by Bank or the Card Plan to comply with the requirements of the Card Plan's operating rules and regulations.

15. **EVENTS OF DEFAULT.** If any one or more of the following events shall occur: (1) Merchant has excessive chargebacks, counterfeit charges, or unauthorized Cardholder charges, (2) Merchant or any of its principals is convicted of a felony, (3) Merchant is suspected of fraudulent activity after Bank, or Card Plan audit, (4) Merchant breaches any term condition or obligation under this Agreement, (5) Merchant and/or any guarantor of Merchant's obligations hereunder ("Guarantor") have breached or defaulted in the payment and performance of any obligation to Bank, howsoever arising, whether by operation of law or otherwise, present or future, contracted for or acquired, and whether joint, several, absolute, contingent, secured, unsecured, matured or unmatured, whether or not said breach or default related to this Agreement, (6) Merchant ceases doing business as a going concern, (7) Merchant and/or any Guarantor (being an individual) dies, (8) Merchant and/or any Guarantor makes an assignment for the benefit of creditors, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, or a petition is filed by or against Merchant under any chapter of the Bankruptcy Code, as amended, (9) any Guarantor sends notice of cancellation of the guaranty, (10) Merchant and/or any Guarantor be adjudicated insolvent, or a petition be filed by or against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or a trustee, receiver, custodian or other similar official be appointed for it or all or any substantial part of its assets or properties, or it shall take any action looking to its dissolution or liquidation, or a judgment shall be rendered against it, attachment issued against any of its property, or an injunction issued against it or if a meeting of its creditors shall be called to consider its distressed financial condition, (11) Merchant or any Guarantor through misrepresentation or omission provides incomplete, inaccurate or false information in the Merchant Bank Card Application or any financial, business or other document provided by Merchant or Guarantor to Bank, (12) the financial condition of Merchant or any Guarantor fails to meet Bank's underwriting requirements; then, in any such event, Merchant shall be deemed in default under this Agreement and Bank may, in its sole discretion, without notice or demand, take one or more of the following steps: (1) immediately terminate Merchant's rights hereunder and require Merchant and/or any Guarantor to forthwith (a) repurchase all outstanding Sales Drafts purchased by Bank hereunder with recourse or with respect to which Merchant is liable to Bank hereunder in a sum equal to the amount paid and owing hereon and (b) any and all outstanding fees and other charges owing Bank pursuant to this Agreement, plus interest at the highest rate permitted under the applicable state law (collectively the "Repayment Liability"), (2) declare immediately due and payable and seek to recover from Merchant and/or any Guarantor the Repayment Liability plus reasonable attorneys' fees incurred in such action, and (3) charge the Account or Other Accounts Merchant and any Guarantor may have with Bank or Affiliate of Bank for the Repayment Liability.

16. **TERM; TERMINATION; WAIVER; DEPOSIT.** This Agreement shall become effective only upon acceptance by Bank. Subject to provisions herein for immediate termination, including but not limited to the default of Merchant or any Guarantor, this Agreement shall remain in full force and effect until terminated by notice at any time by either party. Merchant specifically acknowledges that Bank, effective immediately upon notice, shall not be obligated to purchase further Sales Drafts from Merchant and Merchant agrees to hold Bank harmless from any claims and liabilities related thereto. All obligations of Merchant and any Guarantor incurred or existing under this Agreement, as it may be amended from time to time, shall be binding on its successors and assigns and shall survive any termination hereof. No delay by Bank in pursuing any of its rights and remedies hereunder shall constitute a waiver or estoppel against Bank.

Upon termination, Merchant shall, at Bank's request, deposit with Bank (or retain funds already on deposit) an amount to be determined by Bank in its sole discretion, which deposit shall remain with Bank until all obligations of Merchant to Bank under this Agreement are satisfied. Bank shall maintain all statutory and common law right off.

***To the extent provided by applicable law,**
Except as otherwise provided above, neither party shall have any obligations to the other following termination, by reason of the termination of this Agreement, be liable to the other for compensation, reimbursement or either on account of present or prospective profits, on anticipated sale(s), or on account of expected investment commitments made in connection therewith or in connection with the establishment, development or maintenance of the public good will of either party or on account of any condition or other circumstance.

17. **NOTICE TO CARD PLAN.** The Member Alert To Control High-Risk Terminated Merchant ("MATCH") is a listing maintained by the Card Plan containing the merchant's business name and the identification of its principals whose bank card agreements and relationships have been terminated. Merchant acknowledges that Bank, in conformity with the Card Plan operating rules and regulations, is required to report to the Card Plan if this Agreement is terminated for cause. Merchant expressly agrees and consents reporting in the event Merchant is terminated for cause. Merchant shall indemnify and hold Bank harmless from claims, actions, suits, losses, defaults, damages and liabilities which Merchant may claim to suffer or actual as a result of Bank's inclusion of Merchant or its principals in "MATCH".

18. **EXCLUSIVITY.** Merchant agrees that all Merchant's domestic bank card deposits will be processed through Bank during the term of this Agreement.

19. **COLLATERAL ACCOUNT.** Bank may, in its discretion, require that Merchant deposit with Bank at all times maintain with Bank as collateral security for the timely payment of Merchant's obligations to Bank or in connection with this Agreement, the sum specified on Schedule A hereto in immediately available ("Collateral Account"). Bank shall have the right at any time to apply all or part of the Collateral Account (and any earned thereon) to any chargebacks, adjustments, uncollected discount, and any other amounts owed by Merchant to Bank under this Agreement. Bank may terminate this Agreement upon notice to Merchant for Merchant's failure to establish the Collateral Account or maintain adequate balances upon Bank's demand to do so at any time during the term of this Agreement.

20. **WARRANTY/SERVICE AGREEMENTS AND CONTRACTS.** Merchant sells, arranges away (with or without cost) to a Cardholder any warranty, servicing agreement or contract including an manufacturer's warranty, "free" check-up, free servicing, trade-in or credit for non-use of any warranty (except Product manufacturer's warranty), then Merchant agrees to indemnify Bank for any loss relating to a Card claim for failure of Merchant or a third-party which Merchant has contracted with or through, if any, to provide warranty, service or contract offered or sold by or through Merchant. Merchant grants to Bank the right to a review all terms and conditions of all said warranties, servicing agreements or contracts (including copy applicable documents, internal audits and reviews of warranty providers and/or insurance underwriters of regarding said warranties, services or contracts) annually, or more often as reasonably determined by Bank reasonably believes that Merchant, the third party provider, or any insurance carrier does not have sufficient capacity to honor the warranties, services or contracts; it shall give written notice of same to Merchant. With (30) calendar days following receipt of such written notice, Merchant shall at Bank's option (i) cease such services or contracts or (ii) establish an escrow account or other loss coverage instrument on terms agreeable to Bank.

21. **GENERAL TERMS AND CONDITIONS.**
No Agency. This Agreement provides for the purchase by Bank of Sales Drafts upon proper presentation all rights connected therewith, including without limitation, the right to collect the same and retain the proceeds nothing contained herein shall constitute any agency agreement, partnership, joint venture, or association of; between Merchant and Bank.

Business Records. Upon request of Bank, Merchant shall from time to time promptly provide copies of all other business records which Bank in its reasonable discretion, deems necessary to determine the condition of Merchant.

Amendment. This Agreement and the Schedules provided to Merchant may be amended by Bank, its successors or assigns at any time by written notice to Merchant and such amendment shall be effective as to all obligations subsequent to the effective date. Any amendments proposed by Merchant shall be in writing and executed parties.

Notices. All notices required hereunder shall be effective when deposited in the United States mail, by postage prepaid, addressed to the party entitled to receive the notice at the address set forth in the Merchant Bank Card Application or as subsequently changed by that party upon notice given pursuant hereto.

Excused Performance. Either party to the Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, earthquake, tidal wave, sabotage, war, military operation, national emergency, civil commotion, strikes or governmental authority, or either party's compliance therewith or government prohibition, regulation, or priority other cause beyond either party's reasonable control, whether similar or dissimilar to the above described or not.

Due Diligence. Merchant shall exercise reasonable timeliness (not more than 30 days from statement due diligence in the reconciliation of its accounting of Card transactions, including but not limited to, its reconciliation of any checking account used in conjunction with honoring Cards. If Merchant requests assistance in reconciling its statements more than 30 days after statement date, Merchant agrees to pay reasonable fees and expenses, as may be established from time to time.

Operating Guide. Merchant agrees to comply with the Operating Guide as the same may be amended from time to time. Additional copies of the Operating Guide may be obtained from Bank by Merchant at Merchant's expense.

Governing Law. This Agreement shall be construed in accordance with the applicable laws of the United States of Florida.

Attorney Fees and Costs. Merchant shall be liable for and shall reimburse Bank for any and all attorneys' fees and expenses paid or incurred by Bank in the enforcement of this Agreement or in collecting any amount due Merchant to Bank hereunder or resulting from any breach by Merchant of any term or condition of this Agreement.

Assignment. This Agreement may be assigned by Bank without Merchant's prior consent. This Agreement may not be assigned by Merchant without the prior written consent of Bank.

Entire Agreement. This Agreement, together with any attachments, is the entire agreement and supersedes previous agreements, oral or written, between the parties.

Paragraph Headings. The paragraph headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

Severability. If any part of this Agreement shall be found unenforceable or contrary to law, that provision shall be stricken and the remainder of the Agreement shall continue in full force and effect.

→ Prevailing party shall be reimbursed (by the other party) for any and all attorneys' fees, costs and expenses paid or incurred by the prevailing party result from any litigation of this Agreement.

Purchase / Rental Equipment Order Form

Check One: ☒ PURCHASE ☐ RENTAL

SUNTRUST SFL NA 121902
Bank Name or Selling Agent Bank BIN or ICA #

JUSTINE MARTIN
902009 (954) 766-2404
Sales Representative Sales Rep's Phone #

TOWN OF DAVIE
Merchant Name

DAVIE BROWARD
City & County

Street Address

FL
State

Zip

(954) 797-1050
Merchant Phone #

CHRIS WALLACE
Merchant Contact

QUAN.	MANUFACTURER & MODEL	PURCHASE		RENTAL
		One Time Unit Price	Monthly TMS Fee*	Monthly Rental Fee*
1	DASSAULT TA Talento	\$600 ⁰⁰	\$3 ⁵⁰	\$
CHECK A SERVICE LEVEL: (See the back for a description. If neither is checked, Level 1 will be charged)		SUBTOTAL	600 ⁰⁰	3 ⁵⁰
<input type="checkbox"/> LEVEL 1 <input type="checkbox"/> LEVEL 2		Plus <input checked="" type="checkbox"/> % Sales Tax **	EXHPT	
GRAND TOTAL BY CATEGORY		\$600 ⁰⁰	\$3 ⁵⁰	\$

PAYMENT AGREEMENT:

- ☐ **OPTION 1: PURCHASE OR RENTAL:** Complete and sign the ACH Agreement below. Gibbs will debit all monthly and one time fees directly from your checking account. Ongoing monthly TMS or Rental fees will be debited directly from this account on a monthly basis.
- ☐ **OPTION 2: PURCHASE ONLY:** Attach a check payable to Gibbs for the Grand Total amount of the services requested. The first month of TMS can be paid via check in conjunction with equipment purchase, however all subsequent ongoing TMS payments will be collected via ACH on a monthly basis.

TERMS & CONDITIONS: Please refer to the back of this form for complete terms, conditions and all (*) references.

Units suffering from misuse, abuse, spillage, power surges or "Acts of God" are subject to additional repair or replacement charges. Broken devices NOT returned to Gibbs will be invoiced or collected via ACH at fair market value of replacement device. I acknowledge that I have read, understand and agree to this Purchase / Rental Equipment Order Form and all of its Terms and Conditions. I have received a fully completed copy.

☒ Authorized Signature _____ Date _____

☒ Print Name _____ Title _____

AUTHORIZATION FOR PRE-ARRANGED PAYMENTS (ACH)

Merchant Name TOWN OF DAVIE Merchant ID # _____

I hereby authorize Gibbs Management Group, Inc., or its designee, successor or assignee (hereinafter called COMPANY), to initiate debit entries, for products and services including appropriate taxes, to our Checking Account indicated below and the depository named below (hereinafter called DEPOSITORY), to debit the same to such account.

Depository Bank SUNTRUST SFL NA Branch _____

City _____ State _____ Zip _____

Transit / ABA Number _____ Account # _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging account. In the event that COMPANY withdraws erroneous funds from my account, I have the right to have the amount of such erroneous debit immediately credited to my account by DEPOSITORY, provided I send written notice of such debit entry in error to DEPOSITORY within the legally defined time to reject. Any valid ACH transactions not honored by the merchant without cause or contact to COMPANY will be charged an administrative fee not to exceed the state's legal limit.

Authorized Signature ☒ _____ Date X _____

Print Name X _____ Title X _____

ACH CHARGES WILL APPEAR ON YOUR CHECKING ACCOUNT STATEMENT AS "GIBBS V/MC TERM".

White Copy - Gibbs Management Group, Inc.

Yellow Copy - Bank

Pink Copy - Merchant

6/5/07

Purchase / Rental Terms & Conditions

Please read all the Terms & Conditions listed below before signing this form. Please be certain that you understand the terms, conditions and obligations of the option you choose!

Purchase Option:

Devices purchased from Gibbs are new devices unless otherwise requested in writing by the merchant or the Sales Representative. **PAYMENT:** Purchases must be paid in full, in advance, including applicable sales taxes, via check with the order or authorized by the Merchant for ACH direct debit from the Merchant's checking account.

CANCELLATION: Any order cancelled within 30 days after the device has shipped is subject to a restocking fee which is determined by the fair market value of the new device. If a purchase is cancelled within 30 days of shipment, the equipment must be returned to Gibbs at the Merchant's expense using a carrier where the receiver's signature is required for proof of delivery.

RESTRICTIONS: Orders cannot be cancelled after 30 days of equipment shipment.

Terminal Management Service (TMS):

Gibbs offers a choice of two different service levels which are described below.

PAYMENT: The TMS fees are collected monthly in advance via ACH, beginning the month the order is received at Gibbs. **TMS fees are not included in the purchase price.**

Level 1 TMS:

The complete around-the-clock answer for both operational assistance and equipment replacement.

1. Toll-free HelpDesk, 24-hours a day, 7 days a week
2. Next Day Air (NDA) replacement of failed devices
3. Return of the failed device via prepaid shipping label

Level 2 TMS:

For the merchant who needs equipment replacement but has an alternative HelpDesk provider.

1. Next Day Air (NDA) replacement of failed devices
2. Return of the failed device via prepaid shipping label

Rental Option:

This is a "rent at will" plan of remanufactured equipment with a three (3) month minimum rental period.

PAYMENT: Rental payments and applicable taxes are collected monthly in advance directly from the Merchant's checking account via ACH. **TMS is included in the monthly rental fee.**

CANCELLATION: To cancel a rental agreement, it is the Merchant's responsibility to return the device(s) to Gibbs at the address shown along with written authorization to discontinue the rental agreement. The equipment must be returned to Gibbs at the Merchant's expense using a carrier where the receiver's signature is required for proof of delivery. Gibbs will continue to debit the Merchant's checking account until the device(s) are received at Gibbs. **If a Merchant cancels a rental after the equipment has shipped, they are responsible for the three month minimum payment and the return of the equipment.**

Important Notes:

1. **Monthly Fees** - The rental fee (for rentals) and the TMS fee (for purchases) are monthly fees subject to applicable taxes and are collected in advance via ACH directly from the Merchant's bank account specified in the ACH section of this agreement. The first month's Rental or TMS can be paid via check in conjunction with other services, however all subse-

quent monthly payments must be collected via ACH and the ACH section of this agreement must be completed and signed for authorization. **Since monthly fees are billed a month in advance, the first month of service may reflect a "double billing".**

2. **Sales Tax **** - Products, services and fees are subject to the collection of applicable taxes based on the "ship to" address of the goods and services. ***If the Merchant's business is tax exempt, a current copy of the tax exempt certificate must be included along with this agreement, or the Merchant is fully responsible for payment of the applicable taxes which will be charged.***
3. **ACH Resubmission Fee** - Any valid ACH transactions not honored by the merchant will be charged a resubmission fee not to exceed the state's legal limit.
4. **Returned Check Fee** - Returned checks will be charged a resubmission fee not to exceed the state's legal limit.
5. **Units suffering from misuse, abuse, spillage, power surges or "Acts of God"** are subject to additional repair or replacement charges not to exceed the fair market value of the device.
6. **ACH charges** will appear on Merchant's checking account statement as "GIBBS V/MC TERM".
7. **Changes:** It is the Merchant's responsibility to inform Gibbs of any change in name, address, billing address, telephone numbers, location of equipment or the bank checking account used for ACH debit within 30 days of the change.

GIBBS
Transaction Systems & Support

Gibbs Management Group, Inc.
3751 Venture Drive, Suite 260 Duluth, GA 30096

CORPORATE RESOLUTION AND CERTIFICATE OF INCUMBENCY
(Merchant Agreements and Deposit Accounts)

I, Gail Reinfeld hereby certify that I am the Town Clerk and custodian of the records of TOWN OF DAVIE (legal name of corporation), a corporation duly organized and existing under the laws of FLORIDA; that the following is a true and correct copy of certain resolutions duly adopted by the Board of Directors of said corporation at a meeting duly held on the ____ day of _____, 19____, at which a quorum was present; and that the following resolutions are in conformity with the charter and by-laws of said corporation and have not since been rescinded or modified.

RESOLVED, that this corporation enter into a merchant credit card account relationship with SUNTRUST S FL NA (hereinafter "Bank"); that any one of the officers of this corporation listed below be and is hereby authorized to enter into, execute and deliver in the name of and on behalf of the corporation the agreements, documents or other instruments deemed reasonable or necessary to establish the merchant credit card account relationship with Bank; and that this corporation shall be bound by the terms and conditions of said agreements, documents or other instruments.

RESOLVED, that Bank be designated a depository of this corporation; that any one of the officers of this corporation listed below be and is hereby authorized to enter into on behalf of the corporation any checking, savings or time deposit account or other service agreements with Bank; that this corporation shall be bound by the terms and conditions of said agreements; and that said Bank is authorized to accept for deposit or collection any check, draft or other instrument payable to the corporation, whether such check, draft or other instrument bears the indorsement of this corporation, or whether such indorsement, if any, is stamped, written or otherwise affixed, and with or without the designation of the person making such indorsement.

RESOLVED FURTHER, that any 2 (number required) of the officers of this corporation listed below are authorized to sign checks, drafts, items or other written orders on any of this corporation's accounts with Bank, and that Bank shall be authorized to pay or otherwise receive the same for the credit of the payee or other holder thereof when so signed, without inquiry as to the circumstances of the issuance of said checks, drafts, items or other written orders, and even though payable to or deposited to the account of the officer or officers so signing.

RESOLVED FURTHER, that the corporation is shall furnish to Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of the rescission or modification of the same has been received by Bank, and to furnish said Bank the names and specimen signatures of the officer(s) named herein, and such persons from time to time holding the above positions, herewith and/or on Bank's usual form of signature card.

I hereby certify that the following are the names and specimen signatures of the officer(s) listed in the foregoing resolutions and that each presently holds the title indicated therein:

Name	Title	Signature
<u>Harry Venis</u>	<u>Mayor</u>	<u></u>
<u>Robert Rawls</u>	<u>Interim Town Admin.</u>	<u></u>
<u>Barbara McDaniel</u>	<u>Assistant Town Clerk</u>	<u></u>
<u>Gail Reinfeld</u>	<u>Town Clerk</u>	<u></u>

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this _____ day of _____, 19____.

Town of Davie
(legal name of corporation)

By: _____

(print name) Gail Reinfeld

(Corporate Seal)

Title Town Clerk